Market: San Luis Obispo Cell Site Number: SBL029

Cell Site Name: Camino Caballo & Pomeroy (CA)

Fixed Asset Number: 10086414

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is by and between the County of San Luis Obispo, a political subdivision of the State of California, having a mailing address of 1087 Santa Rosa, San Luis Obispo, CA 93408 ("County") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, successor in interest to AT&T Wireless Services of California, LLC, a Delaware limited liability company, d/b/a/ AT&T Wireless ("Lessee").

WHEREAS, County and Lessee entered into a Lease Agreement dated November 5, 2002, whereby County leased to Lessee certain Premises, therein described, that are a portion of the real property located at 908 West Tefft Street, Nipomo, CA ("Lease Agreement"), also known as Nipomo Community Park; and

WHEREAS, County and Lessee desire to amend the Lease Agreement to adjust the rent for use and occupancy of the Premises; and

WHEREAS, County and Lessee desire to amend the Lease Agreement to increase the square footage of and to add equipment to the leased Premises; and

WHEREAS, County and Lessee desire to amend the Lease Agreement to extend the term of the Lease Agreement for up to an additional fifteen years; and

WHEREAS, County and Lessee agree upon a one-time Administrative Fee payable by Lessee to County; and

WHEREAS, Lessee desires to assign the Lease Agreement to New Cingular Wireless PCS, LLC, successor in interest to Lessee.

WHEREAS, County and Lessee desire to amend the Lease Agreement to modify the notices provision; and

WHEREAS, County and Lessee desire to amend the Lease Agreement to permit Lessee to add, modify and/or replace equipment at the Premises in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, County and Lessee, in their mutual interest, wish to amend the Lease Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

- 1. <u>Assignment.</u> County approves Lessee's assignment of the Lease Agreement from AT&T Wireless Services of California, LLC, a Delaware limited liability company, d/b/a/ AT&T Wireless to New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest. Any reference in the Lease Agreement to Lessee shall refer to and mean New Cingular Wireless PCS, LLC, a Delaware limited liability company.
- 2. <u>Premises.</u> Section 1 (Premises) of the Lease Agreement is hereby amended as follows:

The first sentence of Section 1 is amended to reflect the total leased land as 330 square feet, not 315 square feet.

Exhibit "A" to the Lease Agreement is deleted and replaced by Exhibit "A-1" attached hereto.

3.. <u>Renewal and/or Extension</u>. Section 4 (Renewal and/or Extension) of the Lease Agreement is deleted in its entirety and replaced with the following:

"Lessee shall have the right to extend the term of this Lease Agreement for a total of six (6) additional five (5) year terms by giving the County not less than one hundred and twenty (120) days prior written notice by first class certified or registered mail, return receipt requested, of Lessee's intention not to renew or extend this Lease Agreement at its expiration or at the expiration of any extended term or period on the same terms, convenants and conditions as provided herein, providing that at the time of renewal, Lessee is not then in substantial default beyond any applicable cure period of any provisions of this Lease Agreement. Nothing in this Lease Agreement is intended to extend this Lease Agreement beyond a total of thirty (35) years."

4. Rent. Section 5 (Rent) of the Lease Agreement is amended by adding the following paragraph at the end of Section 5:

"Commencing on the first day of the month following the date that Lessee commences construction of the modifications set forth in Exhibit "A-1" to this Amendment, Rent shall be increased by Six Hundred Fifty and No/100 Dollars (\$650.00) per month, subject to further adjustments as provided in the Lease Agreement. If Lessee removes all of the modifications to the Premises set forth in Exhibit "A-1", Rent will revert to the rate in effect on the date this First Amendment was signed, subject to adjustments as provided in the Lease Agreement, upon thirty (30) days' prior written notice to County.

5. <u>Notices</u>. Section 32 (Notices) of the Lease Agreement is deleted in its entirety and replaced with the following:

<u>"NOTICES.</u> All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to County:

County of San Luis Obispo

Attn: County Real Property Manager

General Services Agency 1087 Santa Rosa Street San Luis Obispo, CA 93408

If to Lessee:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: SBL029

Cell Site Name: Camino Caballo & Pomeroy (CA)

Fixed Asset No: 10086414 12555 Cingular Way, Suite 1300

Alpharetta, GA 30004

With a copy to AT&T Legal Department:

If sent via registered or certified mail to:

New Cingular Wireless PCS, LLC Attn: AT&T Legal Department

Re: Cell Site #: SBL029

Cell Site Name: Camino Caballo & Pomeroy (CA)

Fixed Asset No: 10086414

P.O. Box 97061

Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC

Attn: AT&T Legal Department

Re: Cell Site #: SBL029

Cell Site Name: Camino Caballo & Pomeroy (CA)

Fixed Asset No: 10086414 16331 NE 72nd Way

Redmond, WA 98052-7827

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

- 6. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to County and Lessee, determined in advance, and located solely within the leased Premises (without any expansion to the square footage, as shown on Exhibit "A-1"), County agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.
- 7. The following Section 37 (Memorandum of Lease) is added to the Lease Agreement:

"Section 37. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion, upon the reasonable approval of the other party. County authorizes the County Real Property Manager to execute the Memorandum of Lease on County's behalf."

- 8. <u>Administrative Fee.</u> Within thirty days after the full execution of this First Amendment, Lessee will pay to County as additional consideration a one-time administrative fee of One Thousand Dollars (\$1,000.00) for County transactional costs associated with the preparation and processing of this First Amendment.
- 9. Other Terms and Conditions Remain. In the event of any inconsistencies between the Lease Agreement and this First Amendment, the terms of the First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Lease Agreement to itself shall be deemed also to refer to this First Amendment.
- 10. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease Agreement.
- 11. <u>Effective Date.</u> The effective date of this First Amendment is immediately upon its complete execution by all the parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the last date written below.

COUNTY/LESSOR: COUNTY OF SAN LUIS OBISPO
Bv:
By: Chairperson of the Board of Supervisors
Approved by the Board of Supervisors this day of, 2013.
ATTEST:
Clerk of the Board of Supervisors
APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
By: Deputy County Counsel
Date: 7/5/12
"Lessee"
New Cingular Wireless PCS, LLC, a Delaware limited liability company
By: AT&T Mobility Corporation Its: Manager
By:
Print Name: JAMES STICKNEY
Its: PIVELTON, CAE
Date: 5/30/2013

COUNTY ACKNOWLE	<u>DGMENT</u>			
STATE OF CALIFORNI COUNTY OF SAN LUIS) ss.			
On	, before me,		Deputy	County
Clerk-Recorder, County of	San Luis Obispo, State of C	California, personally appeared		
	, who proved to me on the	basis of satisfactory evidence t	to be the per	son whose
name is subscribed to the	within instrument and ack	nowledged to me that he/she	executed th	e same in
his/her authorized capacity	and that by his/her signatu	are on the instrument the person	n, or the enti	ty upon of
which the person acted, exe	ecuted the instrument.			
I certify under Pe	enalty of Perjury under the	laws of the State of Californ	nia that the	foregoing
paragraph is true and corre	X .			
WITNESS my hand and of	ficial seal.			
		JULIE L. RODEWA Recorder and Ex-Offic the Board of Supervisor	io Clerk of	Clerk-
		By:	ty Clerk-Rec	corder
(SEAL)				

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT PECENENENENENENENENENENENENE State of California County of before me, personally appeared Name(s) of Signer(s) ALMA PINEDA who proved to me on the basis of satisfactory evidence to **Commission # 2017657** be the person(s) whose name(s) is/are subscribed to the Notary Public - California within instrument and acknowledged to me that **Orange County** Comm. Expires Apr 5, 2017 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. AL MA PINEDA описиssion # 2017657 I certify under PENALTY OF PERJURY under the laws Notary Public - California of the State of California that the foregoing paragraph is Orange County true and correct. mm - spires Apr 5, 2017 WITNESS my hand and official seal. Signature Place Notary Seal Above OPTIONAL . Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: __ Document Date: Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual □ Individual ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): _ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact Top of thumb here ☐ Trustee ☐ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator ☐ Other:_ Other:_ Signer Is Representing: Signer Is Representing:

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EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the First Amendment to Lease Agreement dated between The County of San Luis Obispo, as County, and New Cingular Wireless PCS, I limited liability company, as Lessee.	_, 2013, by and LLC, a Delaware
The Premises are described and/or denicted as follows:	

Property Legal Description:

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

PARCEL 1:

LOTS 1 THROUGH 10, INCLUSIVE, AND LOTS 19 THROUGH 26, INCLUSIVE, IN DIVISION B OF THE CALIMEX PLANTATION COMPANY'S NIPOMO TRACT, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED APRIL 8, 1911 IN BOOK 1 PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. PARCEL 2:

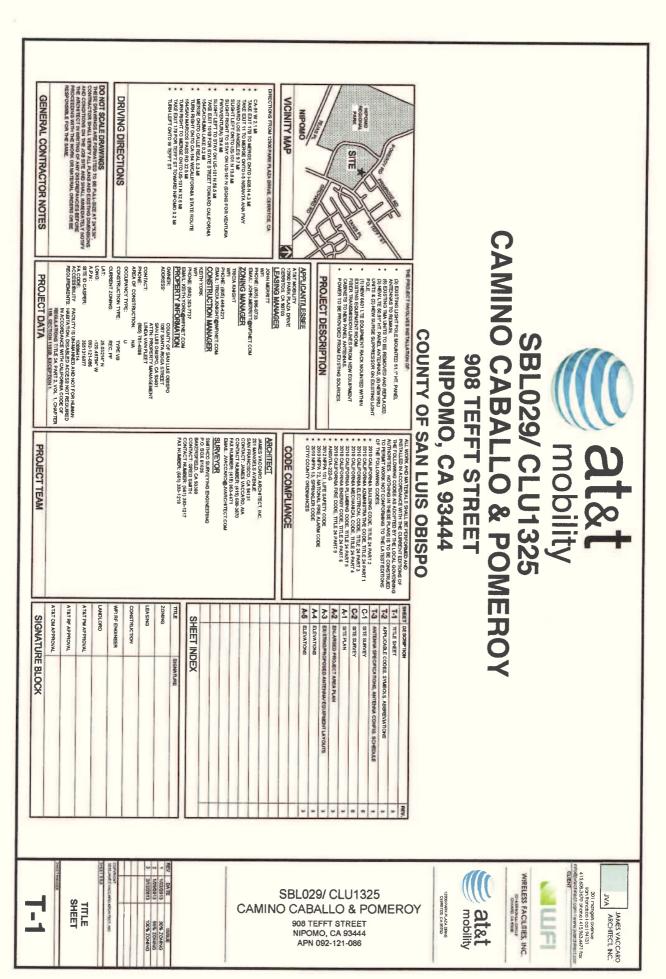
LOTS 27 THROUGH 35, INCLUSIVE, AND LOTS 46 THROUGH 52, INCLUSIVE, IN DIVISION B OF THE CALIMEX PLANTATION COMPANY'S NIPOMO TRACT, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED APRIL 8, 1911 IN BOOK 1 PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. APN: 092-121-085 and 092-121-086

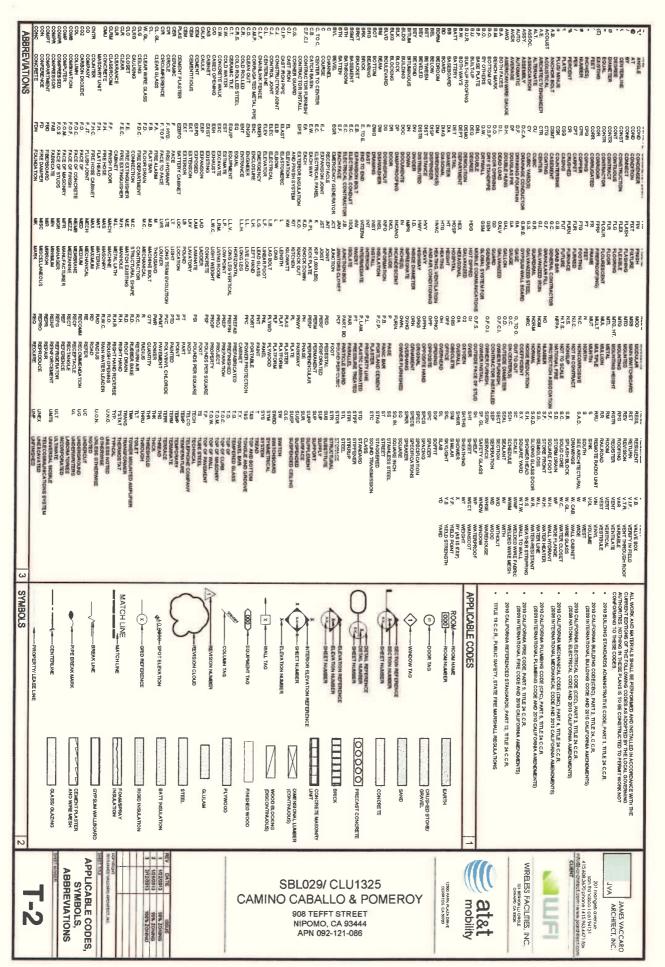
Lease Area Sketch or Survey:

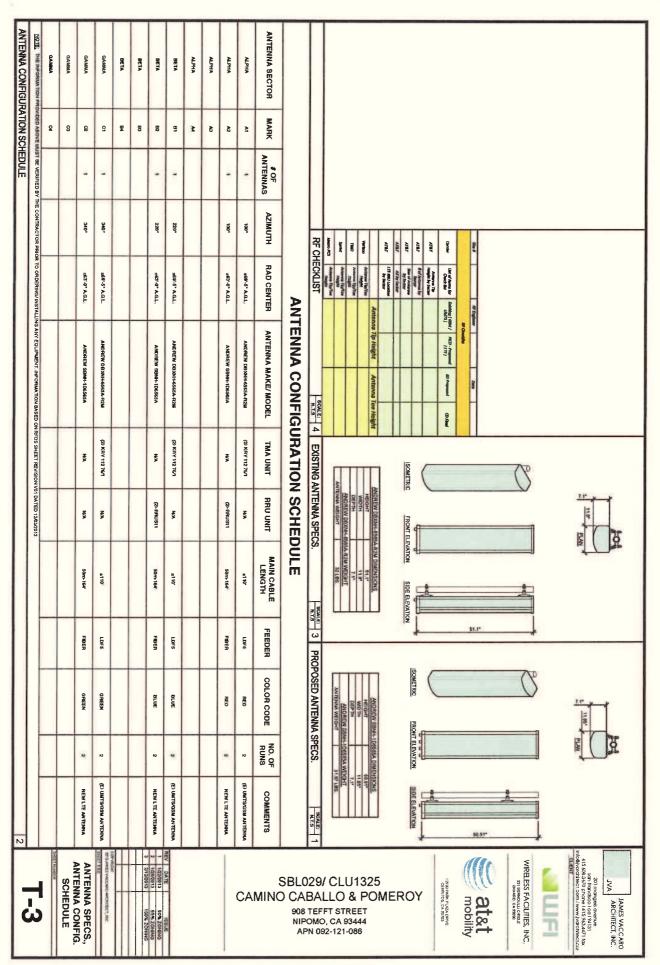
See attached drawings.

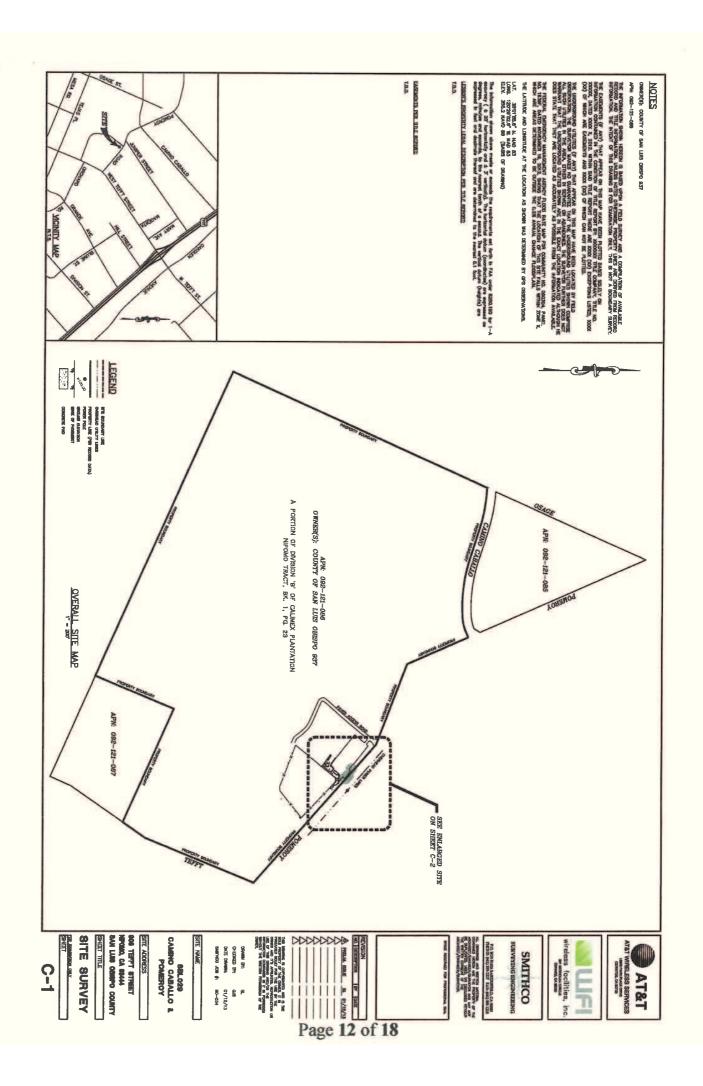
Notes:

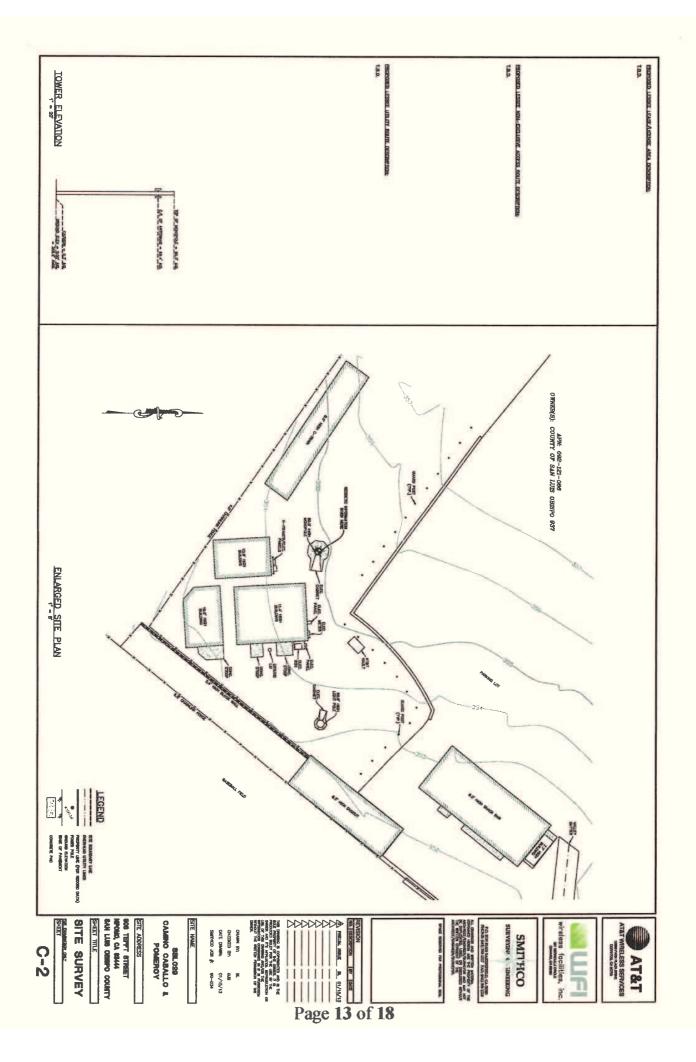
- 1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Lessee.
- Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
- Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

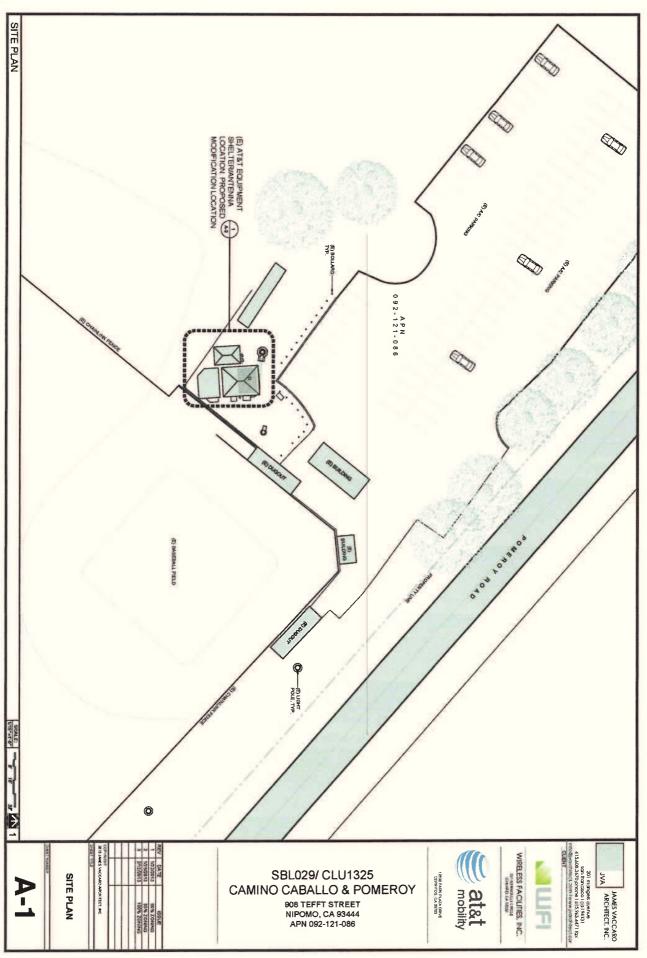




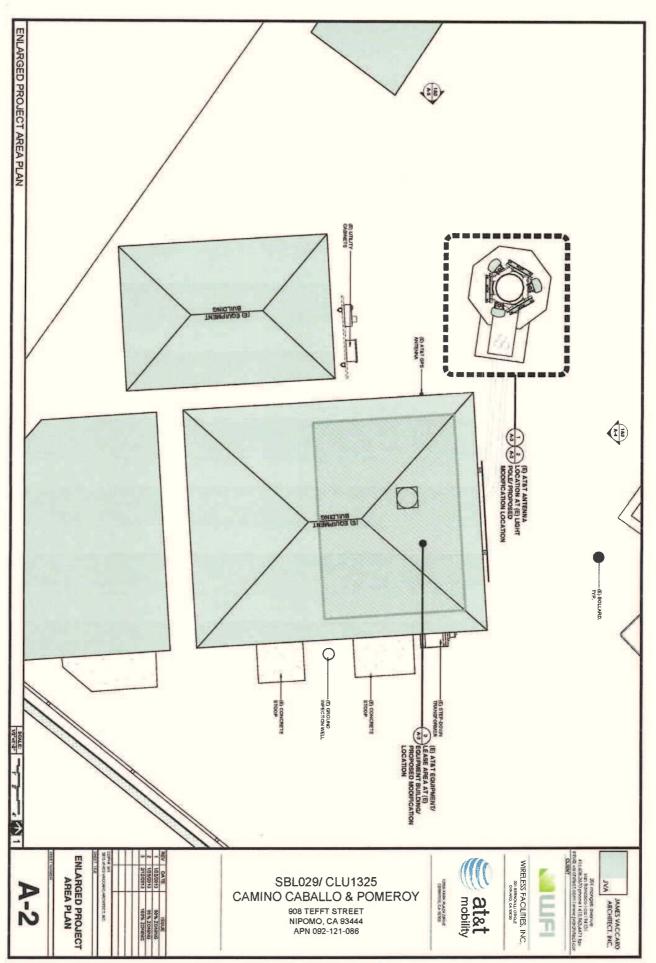




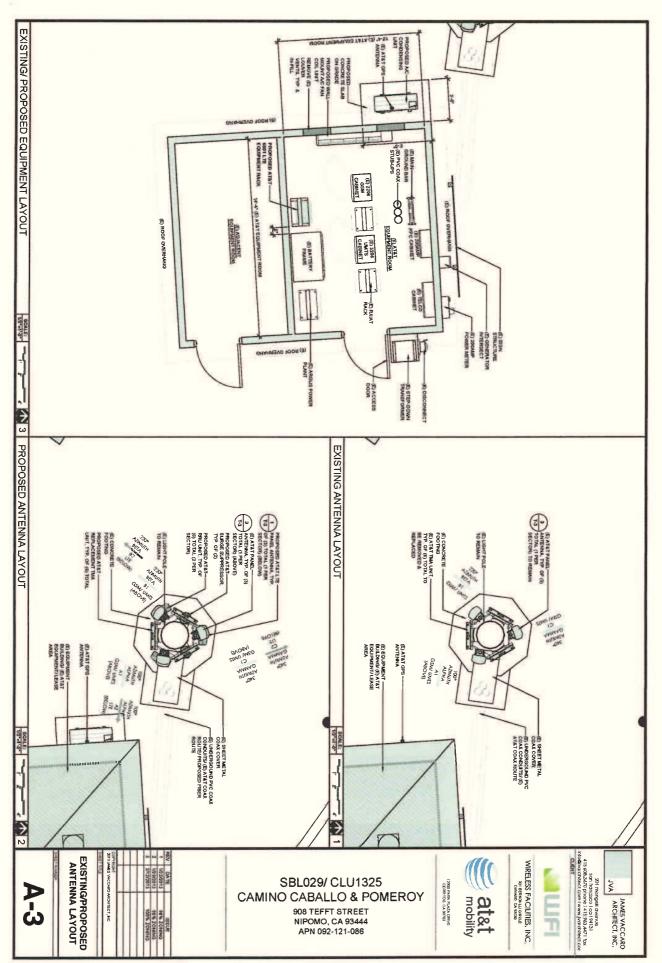




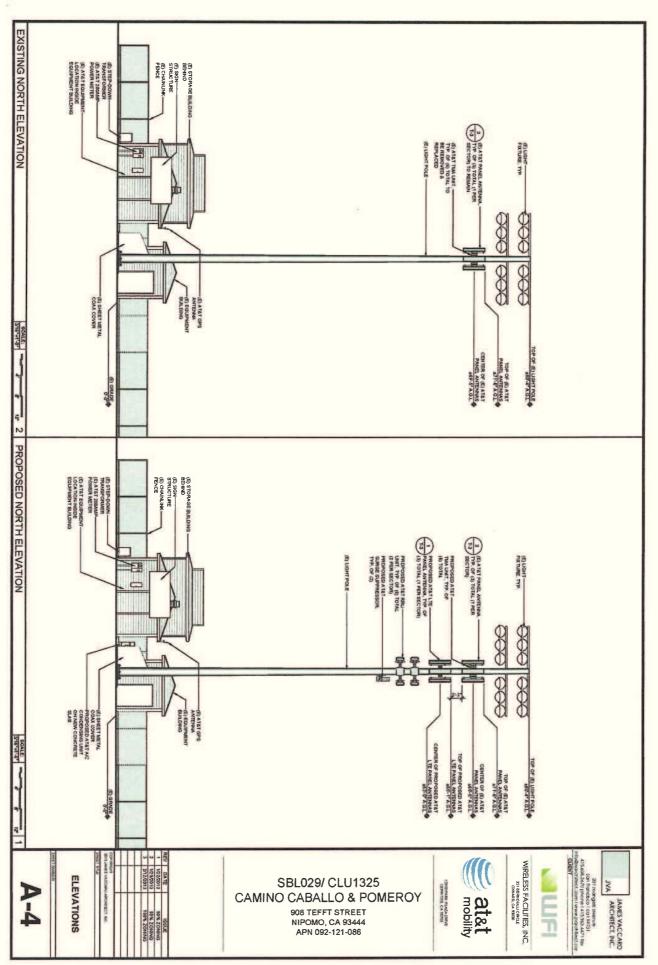
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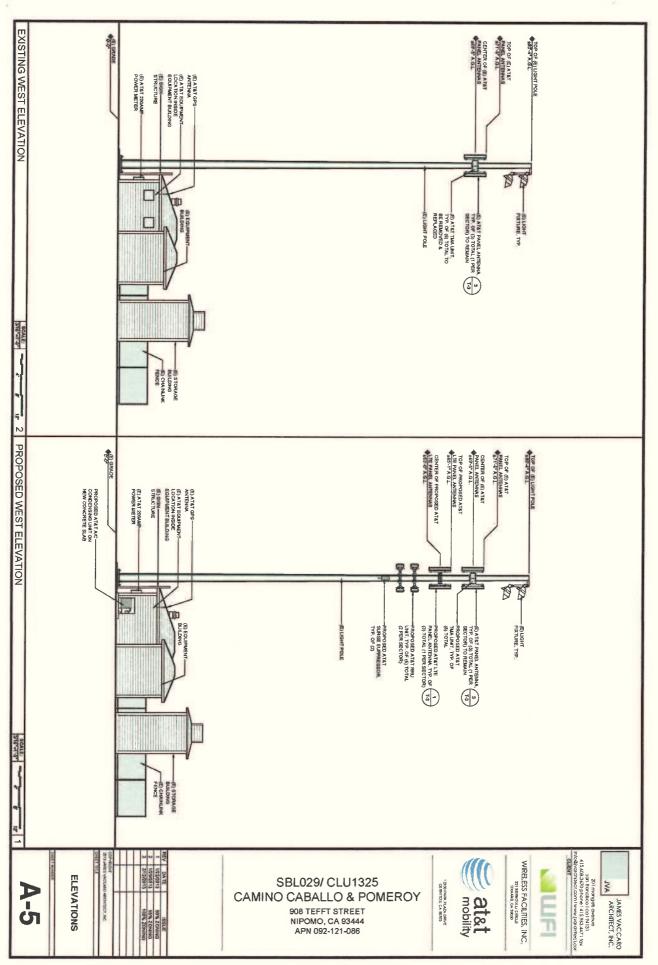
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